

OHANA RIDGE SUBDIVISION
RESTRICTIVE COVENANTS

Re: A parcel of land located in part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and in part of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and in part of the NW $\frac{1}{4}$ SW $\frac{1}{4}$, all located in Section 13, Township 73 North, Range 43 West of the 5th Principal Meridian, Mills County, Iowa, said parcel being more fully described as follows: Commencing at the Northeast Corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence S00°04'35"W along the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 466.69 feet to the Point of Beginning; thence continuing S00°04'35"W along said East line and along the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and along a portion of the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 2979.31 feet to the beginning of a curve concave Northwesterly having a central angle of 48°29'18" and a radius of 279.14 feet; thence Southwesterly along a portion of said curve an arc length of 20.71 feet with a chord bearing and distance of S02°12'05"W, 20.70 feet; thence N89°55'25"W a distance of 299.23 feet; thence N00°04'35"E a distance of 3000.00 feet; thence S89°55'25"E a distance of 300.00 feet to the Point of Beginning. Said parcel contains 20.70 acres, more or less, including presently established county road right-of-way, and is subject to easements of record. Note: The North line of the NW $\frac{1}{4}$ of said Section 13 is assumed to bear N89°15'54"W for this description.

The purpose of all covenants is to assure present and future property owners of continued value of their property. It is also intended that a peaceful and serene quality of life be maintained in the Ohana Ridge Subdivision, and that any and all construction blend harmoniously with the surroundings of the subdivision with as little disturbance to the natural surroundings as possible.

1. All lots described herein shall be known, described and used solely as single family, acreage, residential lots.

Minimum square footage per family:

- A. 1400 square feet, ranch style, main floor living room.
- B. 1400 square feet, split entry style, main floor living area.
- C. 1600 square feet, tri-level style, main floor and upstairs living area.
- D. 1600 square feet, one and one-half story style, main floor and upstairs living area.
- E. 1800 square feet, two story style, main floor and upstairs living area.
- F. 1600 square feet, multi-level style, main floor and upstairs living area.

2. All residences shall be required to have a two car attached garage.

3. No dwelling or building shall be erected on any lot until the owner of said lot has obtained approval of the building plan and site plan and location of the house or building on the lot of such dwelling from the signers of these covenants, their heirs, assigns or an approving committee appointed by the signers of these covenants. Exposed portions of the foundation on the front of each dwelling are to be covered with either siding or brick and exposed portions of the foundation on the sides and rear of each dwelling shall be covered with either brick, stone, siding or shall be painted.

4. No fences shall be built or erected on any lot without the express approval of the signers hereof, their heirs, assigns or an approving committee appointed by the signers of these covenants.

5. All lots shall be maintained in such a way that their appearance will not be objectionable. In this regard, no dumping shall be allowed on any vacant lot.

6. No outside above ground trash or garbage piles, burners, receptacles or incinerators shall be erected, receptacles will be allowed as long as they are not exposed. No outside burning allowed. All fuel tanks must be buried beneath ground level or have a closed fence enclosure on two or three sides as best suits location except for one propane tank. All weeds and grass shall be kept cut down to a maximum height of 12 inches above ground level. All plots shall be kept free of all types of trash and debris.

7. The assembly-disassembly or general service work on any car, truck, equipment, or other machinery shall be prohibited except in an enclosed garage and outdoor storage of cars, trucks, equipment or other machinery shall likewise be prohibited.

8. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected on said real estate shall at any time be used as a residence temporarily or permanently, or shall any structure of a temporary character be used as a residence. No structure shall be occupied as a residence until all exterior construction is fully completed according to approved plans. In addition, no outbuildings or structures of any type shall be allowed on any portion of the above-described real estate without written permission by signers. Outbuildings shall complement the home and landscape. No galvanized tin color building material. No grain storage bins of any type. All buildings and improvements to be well maintained and in good repair at all times. No part of any outbuilding, if approved, shall be erected unless it is parallel to the side or rear of the residence with no part to be erected in front of the residence.

9. No part of any residence may be erected or maintained on any of the lots nearer to the front line than 75', nor nearer to the side lot line than 25'.

10. It is understood that all driveways shall be constructed of concrete or asphalt and shall be maintained by the property owners.

11. All lot owners are required to comply with soil erosion and sedimentation plan and all grading shall be coordinated with the Mills County Soil and Water Conservation District.

12. Nothing contained in this instrument shall in any way be construed as imposing on the undersigned any liability, obligation or requirement for its enforcement.

13. No commercial dog kennels or any livestock operation shall be permitted.

14. The titleholder of a platted lot shall care for their pets so they will not be a nuisance to the neighborhood.

15. No hunting or shooting firearms are permitted in Ohana Ridge Subdivision.

16. Titleholder of the property, vacant or improved, shall keep his lot or lots free of weeds and debris.

17. No obnoxious or offensive trade shall be carried on nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

19. If the present or future owners of any of said lots, or their grantees, heirs or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Cynthia Nakamoto Tomono Trust

By Craig Nakamoto, Trustee

STATE OF IOWA)
) ss:
COUNTY OF MILLS)

This instrument was acknowledged before me on August 13, 2003, by Craig Nakamoto, as Trustee of the above-entitled trust.

Notary Public in and for said State